

Albert N. Kennedy, OSB No. 821429 (Lead Attorney)

Direct Dial: (503) 802-2013

Facsimile: (503) 972-3713

E-Mail: al.kennedy@tonkon.com

Timothy J. Conway, OSB No. 851752

Direct Dial: (503) 802-2027

Facsimile: (503) 972-3727

E-Mail: tim.conway@tonkon.com

Michael W. Fletcher, OSB No. 010448

Direct Dial: (503) 802-2169

Facsimile: (503) 972-3869

E-Mail: michael.fletcher@tonkon.com

Ava L. Schoen, OSB No. 044072

Direct Dial: (503) 802-2143

Facsimile: (503) 972-3843

E-Mail: ava.schoen@tonkon.com

TONKON TORP LLP

1600 Pioneer Tower

888 S.W. Fifth Avenue

Portland, OR 97204

Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT

DISTRICT OF OREGON

In re

C & K Market, Inc.,

Debtor.

Case No. 13-64561-fra11

**DEBTOR'S APPLICATION FOR
ORDER TO EMPLOY
KIECKHAFFER SCHIFFER &
COMPANY LLP AS FINANCIAL
ADVISORS AND CONSULTANTS
FOR DEBTOR**

C & K Market, Inc., debtor and debtor-in-possession ("Debtor"), moves this Court for entry of an order approving the employment of Kieckhafer Schiffer & Company LLP ("KS&Co") as advisors and consultants for Debtor. Debtor makes this Application pursuant to 11 U.S.C. § 327 and Federal Rule of Bankruptcy Procedure 2014. In support of this Motion, Debtor incorporates the statements contained in the Declaration of Edward Hostmann in Support of First Day Pleadings ("First Day Declaration") filed contemporaneously herewith, and further respectfully states as follows:

1 1. On November 19, 2013 (the "Petition Date"), Debtor filed a voluntary
2 petition for relief under Chapter 11 of Title 11 of the United States Code.

3 2. Debtor has continued in possession of its property and is continuing to
4 operate and manage its business as debtor-in-possession pursuant to Sections 1107(a) and
5 1108 of Title 11 of the United States Code.

6 3. No request has been made for the appointment of a trustee or
7 examiner, and no official committee of unsecured creditors has been appointed in Debtor's
8 case.

9 4. The Court has jurisdiction over this matter pursuant to 28 U.S.C.
10 §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.
11 This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

12 5. C & K is a family owned grocery store company headquartered in
13 Brookings, Oregon. Ray Nidiffer founded the company in 1956 with a single store in
14 Brookings. Over the next 50 years, the Nidiffer family and its employees grew the company
15 to a chain of 60 stores, operating mostly in small rural communities, with 41 stores in Oregon
16 and 19 stores in northern California. The stores operate under the banners Ray's Food Place,
17 Shop Smart and C & K Market ("Market"). Market employs over 2,300 employees,
18 approximately 57% of whom are full-time. Market has an average biweekly payroll in
19 excess of \$2,700,000 and provides family health insurance for all its full-time employees.

20 6. Subject to Court approval, Debtor has entered into an agreement with
21 KS&Co for Financial Advisory & Consulting Services, a copy of which is attached hereto as
22 **Exhibit 1**. Specifically, Debtor desires to retain and employ KS&Co in this case to provide
23 financial advisory assistance and consulting in this case under the direction of the Edward
24 Hostmann, Inc. ("EHI"), the Chief Restructuring Officer ("CRO") of Debtor.

25 7. Debtor believes KS&Co is well qualified to continue assisting Debtor
26 and its CRO in this matter. KS&Co has considerable expertise in the analysis of financial,

1 accounting and tax issues that may arise in this Chapter 11 case. Importantly, KS&Co has
 2 been involved in working on the prepetition restructuring of Debtor's business, and has a
 3 thorough understanding of Debtor's businesses and the issues involved in this case.

4 8. The professional services that KS&Co is to render include
 5 communicating with lenders, brokers, attorneys and other professionals as necessary,
 6 preparing projections and financial analysis, assisting with the execution of business and
 7 financial plans, and other assignments as directed by the CRO, with such engagement to be
 8 effective as of the date of this Application.

9 9. Subject to Court approval, Debtor has agreed to compensate KS&Co
 10 on an hourly basis in accordance with KS&Co's ordinary and existing hourly rates in effect
 11 on the dates services are rendered. The KS&Co professionals who will be primarily
 12 responsible for providing services and their current billing rates are as follows:

<u>Name</u>	<u>Status</u>	<u>Hourly Rate</u>
Gregory A. Fletcher	Partner	\$230
Aaron Loreth	Manager	\$190
Chandra Huskey	Senior Accountant	\$145
Alex Bazor	Staff Accountant	\$65
Isha Tirumali	Staff Accountant	\$65

17 10. KS&Co will maintain detailed, contemporaneous time records of
 18 expenses incurred, with the rendering of advisory services described above by category and
 19 nature of services rendered.

20 11. KS&Co has not agreed to any variations from, or alterations to, its
 21 standard or customary billing arrangements for this engagement.

22 12. None of the KS&Co professionals included in this engagement have
 23 varied their rate based on the geographic location of this bankruptcy case.

24 13. KS&Co is billing Debtor at the same effective rates that it billed
 25 prepetition.
 26

1 14. As disclosed in the Rule 2014 Verified Statement for Professional filed
2 herewith, prior to the filing of the bankruptcy petition, KS&Co, received a retainer from
3 Debtor and applied a portion of that retainer for prepetition services and costs rendered prior
4 to the filing of the bankruptcy. The remaining balance is held as a retainer.

5 15. Within the 12-month period preceding the Petition, KS&Co provided
6 consulting services to Debtor. The total cost of those services prior to the filing of the
7 Petition, and payments for those services, are disclosed on the attached Rule 2014 Verified
8 Statement for Proposed Professional. KS&Co is not a creditor of Debtor.

9 16. To the best of Debtor's knowledge, the partners and employees of
10 KS&Co do not have any connection with Debtor, its creditors, any other party in interest, or
11 their respective attorneys or accountants, except as stated in the Rule 2014 Verified
12 Statement attached as with this Application.

13 17. A proposed order authorizing employment of KS&Co is attached as
14 **Exhibit 2.**

15 For the reasons stated in this Application, Debtor requests that the Court enter
16 an order authorizing it to employ KS&Co to provide advisory services to Debtor in this
17 Chapter 11 case as of the Petition Date, with compensation and reimbursement of expenses
18 to be paid as an administrative expense in such amounts as may be allowed by this Court
19 after notice and hearing pursuant to Section 330 of the Bankruptcy Code or as otherwise
20 provided by Court order.

21 DATED this 20th day of November, 2013.

22 TONKON TORP LLP

23 By /s/ Ava L. Schoen

24 Albert N. Kennedy, OSB No. 821429

25 Timothy J. Conway, OSB No. 851752

26 Michael W. Fletcher, OSB No. 010448

Ava L. Schoen, OSB No. 044072

Attorneys for Debtor

EXHIBIT 1

AGREEMENT FOR FINANCIAL ADVISORY AND CONSULTING SERVICES



Kieckhafer Schiffer & Company LLP
CERTIFIED PUBLIC ACCOUNTANTS

2856 Rancho Ganadero
Carlsbad, CA 92009

619.884.5124

6201 Oak Canyon Drive
Suite 200
Irvine, CA 92618

949.250.3900

111 SW Fifth Avenue
Suite 1850
Portland, OR 97204

503.963.4720

**C&K Market, Inc.
Financial Advisory & Consulting Services
October 9, 2013**

C&K Market, Inc. ("C&K") has requested that Kieckhafer, Schiffer & Company LLP ("KS&Co") perform financial advisory and consulting services for C&K. KS&Co will perform services under the direction of Edward Hostmann, Inc. ("EHI"), as appointed as the Chief Restructuring Officer ("CRO"). KS&Co will report to EHI in its capacity as CRO.

I. SCOPE OF SERVICES

KS&Co will provide the following services (the "Services") under this Agreement:

Provide financial advisory assistance and consulting, including but not limited to:

- Communicating with lenders, brokers, attorneys and other professional service providers as necessary;
- Preparing projections and financial analysis;
- Assisting with execution of business and financial plans;
- Other assignments as directed by the CRO.

KS&Co will use professional judgment in providing the Services. Specific tasks that may be involved in connection with the Services include participation in meetings and telephone calls with Company personnel, participation in meetings and telephone calls with professional service providers or other third parties, review of transactional documentation, research of technical issues, and the preparation of technical memoranda, letters, e-mails, and other written documentation.

II. FEE

The fee for performing the above referenced services is based upon time incurred and billed at our standard hourly rates.

The current standard hourly rates are as follows (subject to periodic rate adjustments):

Partner	\$ 230
Manager	\$ 190 – 225
Senior Accountant	\$ 145 – 190
Staff Accountant	\$ 65 – 145

In addition, C&K shall reimburse KS&Co for travel and other direct expenses incurred in connection with the performance of the Services. Direct expenses include reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations, and other expenses specifically related to this engagement.

KS&Co shall bill C&K for its fees and expenses incurred under this Addendum, if any, on a weekly basis. Invoices are payable on presentation. Interest will be charged at 10% per annum on all receivables outstanding greater than 60 days from the date of the invoice.

A \$50,000 retainer is requested prior to initiating services. This retainer will be applied to your final invoice in this matter. As it will be applied against your final invoice, the payment of the retainer will not relieve you of your continuing obligation to pay and keep current all invoiced amounts.

III. OTHER TERMS AND CONDITIONS

Given the unique nature of this engagement, it is important to us that you indemnify us in connection with this engagement. Therefore, by signing below you agree to defend and indemnify KS&Co and each present and future shareholder, director, officer, and authorized representative of KS&Co for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of all activities we may undertake on your behalf, to the extent not caused by our gross negligence or willful misconduct. In addition, you expressly agree to procure and maintain at all times general liability insurance with coverage in an amount of no less than \$5,000,000, which policy shall name KS&Co as additional insured.

You may terminate our engagement at any time by notifying us in writing. We may terminate the engagement upon notice to you if you fail to fulfill your obligations under this agreement. The termination of our services, whether initiated by you or us, will not affect your responsibility for payment of outstanding statements, for fees accrued and costs incurred before termination, or for fees and costs accrued or incurred thereafter in connection with an orderly transition of the matter.

We will perform our services in a manner which, we believe, will permit the business operations of C&K to proceed in an orderly manner, subject to the

requirements of this engagement; our personnel will need to be on site to review data located at the offices of C&K and to discuss matters with its personnel.

Our reports will encompass only matters that come to our attention in the course of our work that we perceive to be significant in relation to the objectives of our engagement. Because of the time and scope limitations implicit in our engagement and the related limitations on the depth of our analyses and the extent of our verification of information, we may not discover all such matters or perceive their significance. Accordingly, we will be unable to and will not provide assurances in our reports concerning the integrity of the information used in our analyses and on which our findings and advice to you. We understand that we are not being requested to perform an audit or to apply generally accepted auditing standards or procedures. We understand that we are entitled, in general, to rely on the accuracy and validity of the data disclosed to us or supplied to us by employees and representatives of C&K. We will not, nor are we under any obligation to update data submitted to us or review any other areas unless you specifically request us to do so.

Our work will be performed on a "level-of-effort" basis; that is, the circumstances of our engagement may cause our advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data, and the opportunity for supporting investigations in the time period.

It is understood that if any of the employees of KS&Co are required to testify at any administrative or judicial proceedings relating to this matter, including without limitation those before the Bankruptcy Court, KS&Co will be compensated at our regular hourly rates, in effect at the time, and reimbursed for reasonable out-of-pocket expenses (including reasonable counsel fees).

Pursuant to KS&Co's document retention policy, in general, short-term documents will be destroyed when no longer relevant to the related matter (such as when a draft report has been superseded or if the information is available publicly or from C&K). Ongoing client files will be retained, in either hard copy or electronic format, for seven (7) years following the conclusion of our engagement.

This Agreement (a) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any other communications, understandings, or agreements (both written and oral) among the parties with respect to the subject matter hereof, and (b) may be modified, amended or supplemented only by written agreement among all the parties hereto.

It is our intention to work closely with you and to discuss our engagement regularly. This should facilitate our progress and serve to confirm or modify the scope of our engagement on an ongoing basis.

C&K Market, Inc.
Page 4 of 4

October 9, 2013

I look forward to working with you on this engagement. Please indicate your agreement with the foregoing by signing and returning to us a copy of this letter, together with a \$50,000 check for the retainer (payable to Kieckhafer, Schiffer and Company, LLP).

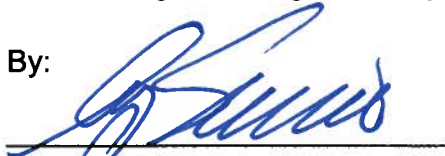
Sincerely,

KIECKHAFFER, SCHIFFER & COMPANY LLP

By: 

Gregory A. Fletcher

Acknowledged and agreed to by C&K Market, Inc.

By: 

Mr. Greg Sandeno, President

October 24, 2013

Date

EXHIBIT 2

PROPOSED FORM OF ORDER

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re

C & K Market, Inc.,

Debtor.

Case No. 13-64561-fra11

**ORDER GRANTING DEBTOR'S
APPLICATION FOR ORDER TO
EMPLOY KIECKHAFFER SCHIFFER &
COMPANY LLP AS FINANCIAL
ADVISORS AND CONSULTANTS**

THIS MATTER having come before the Court upon Debtor's Application for Order to Employ Kieckhafer Schiffer & Company LLP as Financial Advisors and Consultants for Debtor (the "Application") [Dkt. #_____]; the Court having reviewed the Application, the Rule 2014 Verified Statement for Professional, and the First Day Declaration and having considered the statements of counsel and the evidence adduced with respect to the Application at a hearing before the Court (the "Hearing"); and the Court having found that (1) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (2) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (3) this is a core proceeding pursuant to 28 U.S.C. § 157(b), and (4) notice of the Application and the Hearing was sufficient under the circumstances; and after due deliberation the Court having determined that the relief requested in

the Application is in the best interests of Debtor, its estate and the creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The Application is granted.
2. In accordance with Bankruptcy Code Section 327(a), Debtor is authorized to retain and employ Kieckhafer Schiffer & Company LLP as its financial advisors and consultants as of the Petition Date to perform all of the services set forth in the Application, on the terms set forth in the Application.
3. Kieckhafer Schiffer & Company LLP's compensation shall be subject to Court approval in accordance with Sections 330 and 331 of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules of this Court, including any procedures that may be established under Local Rule 2016-1.

#

I certify that I have complied with the requirements of LBR 9021-1(a)(2)(A).

Presented by:

TONKON TORP LLP

By _____
Albert N. Kennedy, OSB No. 821429
Timothy J. Conway, OSB No. 851752
Michael W. Fletcher, OSB No. 010448
Ava L. Schoen, OSB No. 044072
888 S.W. Fifth Avenue, Suite 1600
Portland, OR 97204-2099
Telephone: 503-221-1440
Facsimile: 503-274-8779
E-mail: al.kennedy@tonkon.com
tim.conway@tonkon.com
michael.fletcher@tonkon.com
ava.schoen@tonkon.com
Attorneys for Debtor

cc: List of Interested Parties

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re)
) Case No. _____
)
)
Debtor(s)) RULE 2014 VERIFIED STATEMENT
) FOR PROPOSED PROFESSIONAL

Note: To file an amended version of this statement per ¶19, file a fully completed amended Rule 2014 statement on LBF #1114 and clearly identify any changes from the previous filed version.

1. The applicant is not a creditor of the debtor except:
2. The applicant is not an equity security holder of the debtor.
3. The applicant is not a relative of the individual debtor.
4. The applicant is not a relative of a general partner of the debtor (whether the debtor is an individual, corporation, or partnership).
5. The applicant is not a partnership in which the debtor (as an individual, corporation, or partnership) is a general partner.
6. The applicant is not a general partner of the debtor (whether debtor is an individual, corporation, or partnership).
7. The applicant is not a corporation of which the debtor is a director, officer, or person in control.
8. The applicant is not and was not, within two years before the date of the filing of the petition, a director, officer, or employee of the debtor.
9. The applicant is not a person in control of the debtor.
10. The applicant is not a relative of a director, officer or person in control of the debtor.
11. The applicant is not the managing agent of the debtor.
12. The applicant is not and was not an investment banker for any outstanding security of the debtor; has not been, within three years before the date of the filing of the petition, an investment banker for a security of the debtor, or an attorney for such an investment banker in connection with the offer, sale, or issuance of a security of the debtor; and is not and was not, within two years before the date of the filing of the petition, a director, officer, or employee of such an investment banker.
13. The applicant has read 11 U.S.C. §101(14) and §327, and FRBP 2014(a); and the applicant's firm has no connections with the debtor(s), creditors, any party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee, or any District of Oregon Bankruptcy Judge, except as follows:

14. The applicant has no interest materially adverse to the interest of the estate or of any class of creditors or equity security holders.
15. Describe details of all payments made to you by either the debtor or a third party for any services rendered on the debtor's behalf within a year prior to filing of this case:
16. The debtor has the following affiliates (as defined by 11 U.S.C. §101(2)). Please list and explain the relationship between the debtor and the affiliate:
17. The applicant is not an affiliate of the debtor.
18. Assuming any affiliate of the debtor is the debtor for purposes of statements 4-13, the statements continue to be true except (list all circumstances under which proposed counsel or counsel's law firm has represented any affiliate during the past 18 months; any position other than legal counsel which proposed counsel holds in either the affiliate, including corporate officer, director, or employee; and any amount owed by the affiliate to proposed counsel or its law firm at the time of filing, and amounts paid within 18 months before filing):
19. The applicant hereby acknowledges that he/she has a duty during the progress of the case to keep the court informed of any change in the statement of facts which appear in this verified statement. In the event that any such changes occur, the applicant immediately shall file with the court an amended verified statement on LBF #1114, with the caption reflecting that it is an amended Rule 2014 statement and any changes clearly identified.

THE FOLLOWING QUESTIONS NEED BE ANSWERED ONLY IF AFFILIATES HAVE BEEN LISTED IN STATEMENT 16.

20. List the name of any affiliate which has ever filed bankruptcy, the filing date, and court where filed:

21. List the names of any affiliates which have guaranteed debt of the debtor or whose debt the debtor has guaranteed. Also include the amount of the guarantee, the date of the guarantee, and whether any security interest was given to secure the guarantee. Only name those guarantees now outstanding or outstanding within the last 18 months:

22. List the names of any affiliates which have a debtor-creditor relationship with the debtor. Also include the amount and date of the loan, the amount of any repayments on the loan and the security, if any. Only name those loans now outstanding or paid off within the last 18 months:

23. List any security interest in any property granted by the debtor to secure any debts of any affiliate not covered in statements 20 and 21. List any security interest in any property granted by the affiliate to secure any debts of the debtor not covered in statements 21 and 22. Also include the collateral, the date and nature of the security interest, the name of the creditor to whom it was granted, and the current balance of the underlying debt:

24. List the name of any affiliate who is potentially a "responsible party" for unpaid taxes of the debtor under 26 U.S.C. §6672:

I verify that the above statements are true to the extent of my present knowledge and belief.

Applicant

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **DEBTOR'S APPLICATION FOR ORDER TO EMPLOY KIECKHAFFER SCHIFFER & COMPANY LLP AS FINANCIAL ADVISORS AND CONSULTANTS FOR DEBTOR** was served on the parties indicated as "ECF" on the attached List of Interested Parties by electronic means through the Court's Case Management/Electronic Case File system on the date set forth below.

In addition, the parties indicated as "Non-ECF" on the attached List of Interested Parties were served by mailing a copy thereof in a sealed, first-class postage prepaid envelope, addressed to each party's last-known address and depositing in the U.S. mail at Portland, Oregon on the date set forth below.

DATED this 20th day of November, 2013.

TONKON TORP LLP

By /s/ Ava L. Schoen

Albert N. Kennedy, OSB No. 821429
Timothy J. Conway, OSB No. 851752
Michael W. Fletcher, OSB No. 010448
Ava L. Schoen, OSB No. 044072
Attorneys for Debtor

LIST OF INTERESTED PARTIES

In re C & K Market, Inc.
U.S. Bankruptcy Court Case No. 13-64561-fra11

ECF PARTICIPANTS

- RICHARD T ANDERSON rick@andersonmonson.com, lisa@andersonmonson.com
- TIMOTHY J CONWAY tim.conway@tonkon.com, nancy.kennedy@tonkon.com
- MICHAEL W FLETCHER michael.fletcher@tonkon.com, leslie.hurd@tonkon.com;andy.haro@tonkon.com
- DAVID A FORAKER david.foraker@greenemarkley.com, joyce.chartrand@greenemarkley.com
- THOMAS A HUNTSBERGER tom@tahpc.com
- GREGG D JOHNSON gdj@aterwynne.com, jmh@aterwynne.com
- ROBERT B KAPLAN rbk@jmbm.com
- ALBERT N KENNEDY al.kennedy@tonkon.com, leslie.hurd@tonkon.com;andy.haro@tonkon.com
- JEFFREY C MISLEY jeffm@sussmanshank.com, ecf.jeffrey.misley@sussmanshank.com
- TERESA H PEARSON teresa.pearson@millernash.com, lisa.conrad@millernash.com;brenda.hale@millernash.com
- AVA L SCHOEN ava.schoen@tonkon.com, larissa.stec@tonkon.com
- US Trustee, Eugene USTPRegion18.EG.ECF@usdoj.gov

NON-ECF PARTICIPANTS

SECURED CREDITORS

U.S. Bank N.A.
c/o Michael R. Stewart
Faegre Baker Daniels LLP
90 South Seventh St. #2200
Minneapolis, MN 55402-3901

Banc of America
Leasing & Capital LLC
2059 Northlake Parkway 4 South
Tucker, GA 30084

Dell Financial Services LLC
Mail Stop-PS2DF-23
One Dell Way
Round Rock, TX 78682

James D. Gillespie
28274 S. Fork Rd.
Dayville, OR 97825

Greatway Center Property LLC
8816 E. Evans Creeks
Rogue River, OR 97537

Green & Frahm
941 Delsie Dr.
Grants Pass, OR 97527

Komlofske Corp.
1535 E. 3rd St.
Prineville, OR 97754

Ken and Lynda Martin
80380 Torreon Way
La Quinta, CA 92253

Protective Life
2801 Highway 280 South
Birmingham, AL 35202

TOP 20 UNSECURED CREDITORS

Endeavour Structured Equity &
Mezzanine Fund I, LP
c/o Pamela K. Webster
Buchalter Nemer
1000 Wilshire Blvd. # 1500
Los Angeles, CA 90017-2457

THL Credit, Inc.
Pamela K. Webster
Buchalter Nemer
1000 Wilshire Blvd. #1500
Los Angeles, CA 90017-2457

Supervalu
101 Jefferson Ave. So
Hopkins, MN 55343

Western Boxed Meat Inc.
2401 NE Argyle St.
Portland, OR 97211

United Salad Co
8448 NE 33rd Dr. #100
Portland, OR 97211-2163

Umpqua Dairy Products
6823 NE 59th Pl
Portland, OR 97218

Bigfoot Beverages
86776 McVay Hwy.
Eugene, OR 97405

Core-Mark Intl
395 Oyster Point Blvd., #415
So. San Francisco, CA 94080

VPD IV Inc.
6051 S Watt Ave.
Sacramento, CA 95829

J B Hunt
File #98545
615 J.B. Hunt Corporate Dr.
Lowell, AR 97245

Komlofske Corp.
1535 E. 3rd St.
Prineville, OR 97754

Tarks, Inc.
3752 Colver Rd.
Phoenix, OR 97535

Willamina Foods, LLC
8630 SW Scholls Ferry Rd.
Beaverton, OR 97008

Marc and Charlotte Gould
5494 Goodrich Hwy.
Oakland, OR 97462

Marc and Charlotte Gould
c/o Raymond M. Ramsay
Ramsay & Stein PC
4285 Commercial St SE #140
Salem, OR 97302

S and J Reed, Inc.
c/o Steve Reed
2100 Pine Gate Way
White City, OR 97503

Nor-Cal Produce Inc.
2995 Oates St.
West Sacramento, CA 95691

The News Group
3995 70th Ave. E #B
Fife, WA 98424-1126

Pacific Power & Light Co.
1033 NE 6th Ave.
Portland, OR 95256-9199

Coca Cola Bottling Company
15333 SW Sequoia Pkwy.
Portland, OR 97224

Reser's Fine Foods Inc.
15570 SW Jenkins Rd.
Beaverton, OR 97006

OTHER

Nidiffer Family LLC
c/o David A. Foraker
Greene & Markley, P.C.
1515 SW Fifth Ave., Suite 600
Portland, OR 97201

Kieckhafer Schiffer & Company LLP
c/o Gregory A. Fletcher
111 SW Fifth Avenue, Suite 1850
Portland, OR 97204